

NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY

IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable considerations, cash in hand paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned, NORTH GOODMAN INVESTMENT COMPANY, a Tennessee General Partnership (hereinafter "Grantor") does hereby convey and warrant specially unto MORRISON INVESTMENTS, a Mississippi General Partnership, and unto R. R. MORRISON & SON, INC., a Mississippi Corporation, (hereinafter collectively "Grantees") a non-exclusive right-of-way and easement, for the purpose of ingress and egress and for the purpose of installation and maintenance of curbs and gutters, for the use in common with others, said non-exclusive easement and right-of-way being in, on and under the following described parcel of land, viz:

That part of the North Goodman Investment Company property as recorded in Book 224 at Page 251 of the Land Records of DeSoto County, Mississippi, all lying and being situated in Section 25, Township 1 West, Range 8 South ("Section 25") more particularly described as follows, to-wit:

Beginning at a point in the North line of that certain public road known as Goodman Road, which point lies 59.96 feet North of the centerline of Goodman Road and 690.3 feet East of the Southwest Corner of said Section 25 as measured along the centerline of Goodman Road, said point also being the Southwest corner of that certain lot designated as Lot 1 of DeSoto Crossing Subdivision, as shown by plat of record in Plat Book 42 at Pages 4-5 of the Records in the office of the Chancery Clerk of DeSoto County, Mississippi; run thence along the North right of way line of Goodman Road, with the following courses and distances, viz: North $88^{\circ} 11' 02''$ West a distance of 27.24 feet; South $89^{\circ} 08' 02''$ West a distance of 31.00 feet, more or less, to a point marking the Southeast corner of the Roberson Property as described in

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STATE OF MISSISSIPPI, DE SOTO CO. 12-

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instrument recorded in Book 135 at Page 385 of the Land Records of DeSoto County, Mississippi (the "Roberson Property"); thence leaving the North right of way line of Goodman Road and run along the East line of the Roberson Property North 03° 38' 20" East a distance of 148.41 feet, more or less, to a found nail; thence leaving the East line of the Roberson Property and run North 89° 21' 40" East a distance of 47.07 feet, more or less, to a point in the West line of said Lot 1 of said DeSoto Crossing Subdivision as depicted upon the said recorded plat thereof; run thence along the West line of said Lot 1 of said DeSoto Crossing Subdivision South 00° 39' 20" East a distance of 148.94 feet, more or less, to a point on the North right of way line of Goodman Road and the Southwest Corner of said Lot 1 of said DeSoto Crossing Subdivision and the point of beginning of the non-exclusive easement and right of way described and conveyed hereby, containing 7,789 square feet or 0.179 acre, more or less, it being the intention to create and describe a non-exclusive easement and right of way over and across a strip of land, immediately adjacent to the west line of said Lot 1 of said DeSoto Crossing Subdivision, all lying and being situated in Section 25, Township 8 West, Range 1 South, DeSoto County, Mississippi, for the purposes set forth hereinabove for the use in common with the Grantor herein and the Grantees herein and their respective successors and assigns in title. And being situated in the Southwest quarter.

The Grantees herein, by acceptance of the delivery of this instrument, evidenced by the recordation hereof, do hereby agree, for themselves, their successors and assigns in title, to be responsible for the payment of a sum of money equal to fifty percent (50%) of the reasonable cost of construction and maintenance of any driveway now or hereafter located on the Easement parcel hereinabove described.

The Grantor herein covenants that it is fully empowered to grant this non-exclusive easement and right of way without the necessity of joinder by any third party, inclusive of any mortgagee, and that there is no other party who may claim a legal or equitable interest in any portion of the lands hereinabove described.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, THIS 16th DAY OF
DECEMBER, 1994.

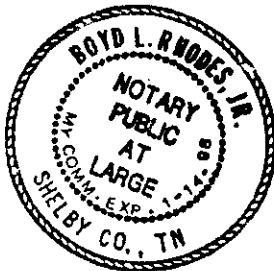
NORTH GOODMAN INVESTMENT COMPANY,
a Tennessee General Partnership

BY: Robert M. Rosen
ITS: General Partner

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Robert M. Rosen who acknowledged that as General Partner of NORTH GOODMAN INVESTMENT COMPANY, a Tennessee General Partnership, and that for and on behalf of the said Partnership and as its act and deed, he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said Partnership so to do.

GIVEN under my hand and official seal, this 16th day of Dec., 1994.



Boyd L. Rhodes, Jr.
Notary Public
My Commission Expires: 1/14/98

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Prepared By:
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